



# Limited Warranty

Georgia-Pacific Canada LP ("GP") provides the following limited warranty with respect to DensGlass® Shaftliner panels (each, "DensGlass Shaftliner") manufactured between January 1, 2017 and December 31, 2017 (the "Effective Period") and installed in Canada. For a current list of DensGlass Shaftliner panel products covered by this warranty, see our website ([www.gpgypsum.com](http://www.gpgypsum.com)). **PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF DENSGLASS SHAFTLINER IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

**Limited Warranty.** GP warrants to each Qualified Purchaser of DensGlass Shaftliner for a structure that DensGlass Shaftliner installed or to be installed in such structure:

- (1) **Defects:** was, at the time of shipment from GP, free from manufacturing defects that make it unsuitable for its intended use (as described at [www.gpgypsum.com](http://www.gpgypsum.com)), which limited warranty shall have a duration of five (5) years from the date of purchase of the product for installation; and
- (2) **Exposure:** will not deteriorate or delaminate as a result of normal use conditions or as a result of exposure to normal weather conditions, or excessive humidity, for a period of twelve (12) months commencing with the date of installation of the product in such structure.

A Qualified Purchaser is: (i) an original purchaser of DensGlass Shaftliner manufactured during the Effective Period who installs such DensGlass Shaftliner in a structure; or (ii) a person who owns a structure that includes DensGlass Shaftliner manufactured during the Effective Period and is the first owner of that structure after the installation of the DensGlass Shaftliner.

**THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO DENSGLASS SHAFTLINER. GP DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY OR CONDITION, THE DURATION OF SUCH IMPLIED WARRANTY OR CONDITION SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF SALE OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY OR CONDITION UNDER APPLICABLE LAW.**

**Terms and Conditions Applicable to Warranties.** The foregoing warranties are conditioned on and subject to the additional terms and conditions set forth below.

1. The foregoing warranties apply only when DensGlass Shaftliner has been subjected to normal weather and use conditions and has been accorded treatment which is considered good practice in the building industry regarding handling, finishing, storage and maintenance of such products. In addition to this limitation, any damage to DensGlass Shaftliner resulting in whole or in part from the following conditions is NOT GP's responsibility and is NOT covered by the foregoing warranties:

- (a) Failure to store, handle or install DensGlass Shaftliner in accordance with GP's storage, handling and installation instructions (available at [www.gpgypsum.com](http://www.gpgypsum.com)), standard building practices and all applicable building codes;
- (b) Improper design or installation of any portion or component of the structure, or failure or distortion of the walls, foundation or any other portion or component of the structure, including settling of the building or movement of framing members;
- (c) Suitability or performance of any cladding, coating, finishes, coverings or other materials applied or attached to DensGlass Shaftliner;
- (d) Causes other than normal weather and use conditions, such as: impact with objects; high force winds, earthquake, flood, fire or other acts of God or nature; sustained cascading or pooling of water, or immersion in water; or any other cause beyond GP's control;
- (e) Mould, mildew, fungi, bacteria or other similar conditions;
- (f) Failure to purchase and install DensGlass Shaftliner within twelve (12) months from its date of manufacture;
- (g) Use of DensGlass Shaftliner other than for its intended use as described at [www.gpgypsum.com](http://www.gpgypsum.com); or
- (h) A third-party's actions, omissions or negligence.

DensGlass Shaftliner has natural characteristics that are not to be considered defects or evidence of a breach of warranty.

2. Before GP will honor any claim under this Limited Warranty, the Qualified Purchaser must give GP written notice of the claim no later than ten (10) days after discovery of any alleged problem with the product. Written notice shall be directed to Georgia-Pacific Gypsum LLC, 133 Peachtree Street N.E., 8th Floor, Atlanta, GA 30303, Attn: Quality Manager. All claims must be accompanied by sales receipts and other supporting documents. GP shall have an additional twenty (20) days thereafter to inspect the DensGlass Shaftliner. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to DensGlass Shaftliner before GP inspects it. If GP's inspection confirms that the DensGlass Shaftliner does not conform with the warranty set forth herein, then GP will, at its sole option, either replace the non-conforming DensGlass Shaftliner or refund the original uninstalled purchase price for the non-conforming DensGlass Shaftliner or, where the product has already been installed, reimburse the Qualified Purchaser for the reasonable cost of repair or replacement

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# Limited Warranty

(continued from front)

of the non-conforming DensGlass Shaftliner up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming DensGlass Shaftliner. These remedies are GP's sole and exclusive obligation and liability for any breach of warranty relating to DensGlass Shaftliner and are also the Qualified Purchaser's sole and exclusive remedies for any such breach.

**3. UNDER NO CIRCUMSTANCES WILL GP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCTS OR DAMAGE TO PROPERTY, ARISING OUT OF THE PURCHASE OR USE OF DENSGLOSS SHAFTLINER. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ASSERTED BY THE QUALIFIED PURCHASER, WHETHER ASSERTED AS BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY.** Some provinces may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

4. The foregoing warranties are non-transferable and do not apply to any subsequent purchaser of DensGlass Shaftliner or any subsequent owner of a structure. These warranties are not for the benefit of any third parties.

5. This is the entire warranty between GP and the Qualified Purchaser with respect to DensGlass Shaftliner manufactured during the Effective Period and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to DensGlass Shaftliner manufactured during the Effective Period.

6. The provisions of this Limited Warranty are severable. If any provision of the Limited Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Limited Warranty shall remain in full force and effect.

7. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from province to province.